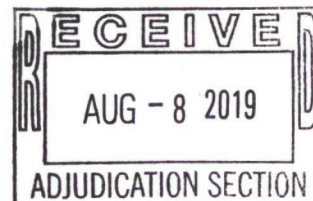




August 7, 2019

Bureau of Ocean Energy Management (BOEM)
Attn: Colette Worcester
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394



RE: **BOEM NON-REQUIRED FILING**
UCC-1 and UCC-3 for Ticonderoga MOA (Anadarko File #370153)

Dear Ms. Worcester:

Enclosed for your further handling Anadarko Petroleum Corporation, Anadarko US Offshore LLC, and Fieldwood Energy LLC, respectfully submits two (2) copies the following covering one (1) lease, being OCS-G 21817 Green Canyon 768:

UCC-1 State of Louisiana
UCC-3 State of Louisiana

Please file these documents in Non-Required – Category 3 UCC Filings and Financial Statements.

I have attached a copy of the filing fee receipt for \$29.00 (Tracking ID 26J4V525) which was paid under Pay.gov. Also included is a return self-addressed stamped envelope to include for the returned stamp copy to complete our files.

If you have any questions you may contact me at 832-636-3881.

Sincerely,

A handwritten signature in blue ink that reads "Judy Singh".

Judy Singh
Land Assistant

Enclosures: 2 copies of UCC-1 including MOA and UCC-3
Pay.gov receipt
Return envelope

LOUISIANA SECRETARY OF STATE
OFFICE OF UNIFORM COMMERCIAL CODE/CENTRAL REGISTRY
CONFIRMATION OF FILING

JUDY SINGH, ALR 10019
ANADARKO PETROLEUM CORPORATION
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380

Pursuant to La.R.S.10:9-523(g), this is a confirmation that the following information has been received and included within the Secretary of State's master index of Uniform Commercial Code filings. Note that this confirmation does not constitute a determination of the legal sufficiency of the filing.

Any questions regarding the filing information contained herein should be directed to the filing officer which accepted and recorded the filing. General UCC assistance may be obtained by contacting our UCC Division at 225.925.4701.

R. Kyle Ardoin
Secretary of State

=====

ORIGINAL FILE NUMBER 55-1577024	FILED 3/11/19 9:52 AM
	PARISH IN WHICH FILED: TERREBONNE

SUBSEQUENT FILINGS

- | | | |
|--------------|--|----------------------------------|
| 1. AMENDMENT | FILE NUMBER 55-1581882 | FILED 5/29/19 9:43 AM TERREBONNE |
| | AMENDED TO RESTATE COVERED COLLATERAL: OCS-G 21817 GREEN CANYON 768; SEE THE ATTACHED MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT FOR DESCRIPTION OF COLLATERAL SUBJECT TO THIS FINANCING STATEMENT. | |

DEBTOR(S)

ANADARKO US OFFSHORE LLC
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380

#####4357

FIELDWOOD ENERGY LLC
2000 WEST SAM HOUSTON PARKWAY SOUTH, SUITE 1200
HOUSTON, TX 77042

#####4991

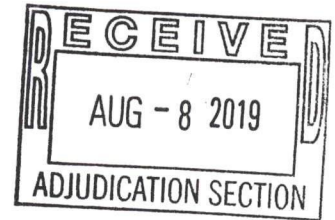
SECURED PARTY

ANADARKO PETROLEUM CORPORATION
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380

#####0000

LOUISIANA SECRETARY OF STATE
OFFICE OF UNIFORM COMMERCIAL CODE/CENTRAL REGISTRY
CONFIRMATION OF FILING

ANADARKO PETROLEUM CORPORATION
ATTENTION: JUDY SINGH, ALR 10019
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380



Pursuant to La.R.S.10:9-523(g), this is a confirmation that the following information has been received and included within the Secretary of State's master index of Uniform Commercial Code filings. Note that this confirmation does not constitute a determination of the legal sufficiency of the filing.

This filing will lapse on 3-11-2024 unless continued or terminated. We encourage filers to take full advantage of the six month window of opportunity in which to file UCC-3 continuations. Submission of your documents at the onset of the six month window will allow ample time to rectify potential filing errors and help to assure timely recording of your filing.

Any questions regarding the filing information contained herein should be directed to the filing officer which accepted and recorded the filing. General UCC assistance may be obtained by contacting our UCC Division at 225.925.4701.

R. Kyle Ardoin
Secretary of State

=====

ORIGINAL FILE NUMBER 55-1577024

FILED 3/11/19 9:52 AM

PARISH IN WHICH FILED: TERREBONNE

DEBTOR(S)

ANADARKO US OFFSHORE LLC
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380

#####4357

FIELDWOOD ENERGY LLC
2000 WEST SAM HOUSTON PARKWAY SOUTH, SUITE 1200
HOUSTON, TX 77042

#####4991

ORIGINAL SECURED PARTY

ANADARKO PETROLEUM CORPORATION
1201 LAKE ROBBINS DR.
THE WOODLANDS, TX 77380

#####0000

PROPERTY

FIX/MIN FILING

OCS-G 201817 GREEN CANYON 768; SEE THE ATTACHED MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT FOR DESCRIPTION OF COLLATERAL SUBJECT TO THIS FINANCING STATEMENT, ETC. SEE ORIGINAL

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

Attn: JUDY SINGH ALR 10019
ANADARKO US OFFSHORE LLC
P O BOX 1330
HOUSTON, TX 77251-1330

First VENDOR

ANADARKO US OFFSHORE L L C

First VENDEE

ANADARKO PETROLEUM CORP

Index Type : CONVEYANCES

File # : 1577024

Type of Document : AGREEMENT

Book : 2566

Page : 120

Recording Pages : 16

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 03/11/2019

At (Recorded Time) : 9:52:21AM



Doc ID - 014549550016

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 03/11/2019 at 9:52:21
Recorded in Book 2566 Page 120
File Number 1577024

Christine L. LeBlanc
Deputy Clerk

**Additional Index Recordings**

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
MTG	3060	412	1577024
UCC			1577024

Return To : Attn: JUDY SINGH ALR 10019
ANADARKO US OFFSHORE LLC
P O BOX 1330
HOUSTON, TX 77251-1330

**STATE OF LOUISIANA
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
UCC-1**

Important - Read Instructions before filing out form.

Follow instructions carefully.

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

OR	1a Organization's Name Anadarko US Offshore LLC				
	1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address 1201 Lake Robbins Dr.		City The Woodlands	State TX	Postal Code 77380	Country USA
1d Tax ID #: SSN or EIN 76-0544357		Add'l info re Organization Debtor:	1e Type of Organization Limited Liability Company	1f Jurisdiction of Organization Delaware	
1g Organizational ID # if any <input type="checkbox"/> None					

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

OR	2a Organization's Name Fieldwood Energy LLC				
	2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr. III), if applicable)		First Name	Middle Name	
2c Mailing Address 2000 West Sam Houston Parkway South, Suite 1200		City Houston	State TX	Postal Code 77042	Country
2d Tax ID #: SSN or EIN 46-1694991		Add'l info re Organization Debtor:	2e Type of Organization Limited Liability Company	2f Jurisdiction of Organization Delaware	
2g Organizational ID #, if any <input type="checkbox"/> None					

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

OR	3a Organization's Name Anadarko Petroleum Corporation				
	3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name	
3c Mailing Address 1201 Lake Robbins Dr.		City The Woodlands	State TX	Postal Code 77380	Country USA

4. This FINANCING STATEMENT covers the following collateral:

OCS-G 201817 Green Canyon 768; See the attached Memorandum of Operating Agreement and Financing Statement for description of collateral subject to this financing statement.

5a Check if applicable and attach legal description of real property: ☒ Fixture filing ☒ As-extracted collateral ☐ Standing timber constituting goods
☐ The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box
☐ Debtor is a Transmitting Utility. Filing is Effective Until Terminated
☐ Filed in connection with a public finance transaction. Filing is effective for 30 years
6b Check only if applicable and check only one box
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

7. ALTERNATIVE DESIGNATION (If applicable):
☐ CONSIGNEE/CONSIGNOR ☐ LESSEE/LESSOR
☐ SELLER/BUYER ☐ AG. LIEN ☐ BAILEE/BAILOR
☐ NON-UCC-FILING

8. Name and Phone Number to contact filer
Judy Singh, 832-636-3881

9. Send Acknowledgment To: (Name and Address)
Anadarko Petroleum Corporation
1201 Lake Robbins Dr.
The Woodlands TX 77380
Attention: Judy Singh; ALR 10019

10. The space below is for Filing Office Use Only

11. ☐ CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS
(ADDITIONAL FEE REQUIRED) ☐ ALL DEBTORS ☐ DEBTOR1 ☐ DEBTOR2

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT
(LOUISIANA)

To be filed in the conveyance records and in the mortgage records and as a non-standard financing statement in accordance with Paragraph 6.0 below.

BE IT KNOWN, on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parishes or Counties hereinafter set forth, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

Anadarko Petroleum Corporation, herein represented by its undersigned officer, duly authorized, whose permanent mailing address is as shown on Attachment "1" hereto;

Anadarko US Offshore LLC, herein represented by its undersigned officer, duly authorized, whose permanent mailing address is as shown on Attachment "1" hereto;

Fieldwood Energy LLC, herein represented by its undersigned officer, duly authorized, whose permanent mailing address is as shown on Attachment "1" hereto;

who declared under oath unto the undersigned Notaries Public, as follows:

- 1.0** This Memorandum of Operating Agreement and Financing Statement (Louisiana) (this "Memorandum") is effective as of January 1, 2018 and is executed by the undersigned duly authorized representative of **Anadarko Petroleum Corporation**, a Delaware corporation, whose taxpayer identification number is 76-0146568 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (the "Operator"), by the undersigned duly authorized representative of **Anadarko US Offshore LLC** (the "Operator's Affiliate"), a Delaware limited liability company, whose taxpayer identification number is 76-0544357 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, and by the undersigned duly authorized representative of Fieldwood Energy LLC (the "Non-Operating Party"), a Delaware limited liability corporation, whose taxpayer identification number is 46-1694991 and whose address is 2000 West Sam Houston Parkway South, Suite 1200, Houston, TX 77042.
- 2.0** Operator, Operator's Affiliate, and Non-Operating Party are parties to that certain Joint Operating Agreement dated effective the 1st day of February, 2004 (the "Operating Agreement") which Operating Agreement provides for the development and production of crude oil, natural gas and associated substances from the OCS block, or portions thereof,

described in Exhibit "A" of the Operating Agreement and in Attachment "1" to this Memorandum, or the area covered by the Lease or portion of the Lease (hereinafter called the "Contract Area") and which designates Anadarko Petroleum Corporation, as the Operator, to conduct such operations for itself and the Non-Operating Party. The OCS federal oil and gas lease (or portions thereof) described in Exhibit "A" of the Operating Agreement and in Attachment "1" to this Memorandum is hereinafter called the "Lease." Reference is made hereby to the Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Operating Agreement was reproduced in this Memorandum. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Operating Agreement.

3.0 Among other provisions, the Operating Agreement (a) provides for certain liens, mortgages, pledges, and security interests to secure payment by the Parties of their respective share of costs and performance of other obligations under the Operating Agreement, (b) contains an Accounting Procedure, which establishes, among other things, interest to be charged on indebtedness, certain costs, and other expenses under the Operating Agreement at the rate set forth therein, (c) includes non-consent clauses which establish that parties who elect not to participate in certain operations shall (i) be deemed to have relinquished their interest in production until the carrying consenting parties recover their costs of such operations plus a specified amount or (ii) forfeit their interest in the Leases or portions thereof involved in such operations, (d) grants each party to the Operating Agreement the right to take in kind its proportionate share of all oil and gas produced from the Contract Area, (e) includes a volumetric Gas Balancing Agreement which is attached as Exhibit "D" to the Operating Agreement, and (f) any conveyance, assignment, transfer, farmout, exchange, or other disposition of any interest in the Leases, the Operating Agreement, or any property located in the Contract Area is subject to a preferential right and first right of refusal as provided in Section 24.2 of the Operating Agreement.

4.0 The Operator hereby certifies that a true and correct copy of the Operating Agreement is on file and is available for inspection by third parties at reasonable times at the offices of the Operator at the address set forth in this Memorandum.

The purpose of this Memorandum is to more fully describe, implement, and perfect the mortgages, pledges and security interests provided for in the Operating Agreement, and to place third parties on notice of the Operating Agreement.

5.0 In addition to any other security rights and remedies provided for by law with respect to services rendered or materials and equipment furnished under the Operating Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the

Non-Operating Party set forth in the Operating Agreement, the Operator and the Non-Operating Party hereby agree as follows:

- 5.1 The Non-Operating Party hereby grants to the Operator a mortgage, hypothecation, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.
- 5.2 The Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore blocks covered by the Leases or the Contract Area or attributable to the Leases or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Development Systems, wells, facilities, fixtures, and other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Contract Area or maintained or used in connection with the ownership, use, or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character now or hereafter located on or attributable to the Leases or the Contract Area, and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Non-Operating Party in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Contract Area. To the extent susceptible under applicable law, the security interest granted by Non-Operating Party hereunder covers (i) all substitutions, replacements, and accessions to the property of such Non-Operating Party described herein and is intended to cover all of the rights, titles, and interests of such Non-Operating Party in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal, (ii) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-Operating Party in connection with the Leases or the Contract Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of Non-Operating Party in any partnership, tax partnership, limited partnership, association, joint venture, or other entity

or enterprise that holds, owns, or controls any interest in the Leases or Contract Area; and (iii) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of such Non-Operating Party in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area, including the following:

- (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements, and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Contract Area;
- (2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1," to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and
- (3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area.

5.3 To the extent susceptible under applicable law, the mortgage, pledge and the security interest granted by Non-Operating Party in the Operating Agreement and this Memorandum shall secure (a) the complete and timely performance of and payment by such Non-Operating Party to the Operator of all of its obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to the Operating Agreement and this Memorandum, and (b) the payment of all

expenses incurred by the Operator and the Participating Parties for (or on account of) any and all operations conducted pursuant to the Operating Agreement ("Costs") and other expenses properly charged to such Non-Operating Party together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure, attached to the Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser, (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 5.4 This Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Chapter 9 of the Louisiana Commercial Laws, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code," as adopted in the State of Louisiana) and, as such, for the purposes of the security interest in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Operator being the secured party and the Non-Operating Party being the debtors with respect to such filing.
- 5.5 The maximum amount, for which the mortgage herein, granted by Non-Operating Party, shall be deemed to secure the obligations and indebtedness of such Non-Operating Party to the Operator, as stipulated herein, is hereby fixed in an amount equal to \$250,000,000.00 (the "Limit of the Mortgage of Non-Operating Party"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of Non-Operating Party to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of Non-Operating Party, the liability of Non-Operating Party under this Memorandum, and the mortgage, pledge and security interest granted hereby, shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operating Party for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to the Operating Agreement.
- 5.6 To secure the obligations and liabilities of the Operator (a non-Working Interest Owner) to the Non-Operating Party, as stipulated herein and in the Operating Agreement, Operator's Affiliate hereby grants to Non-Operating Party a mortgage, hypothecation, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.

5.7 To secure the obligations and liabilities of Operator to the Non-Operating Party as provided in the Operating Agreement, Operator's Affiliate hereby grants to Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore block(s) covered by the Leases or the Contract Area or attributable to the Leases or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Development Systems, wells, facilities, fixtures and other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character now or hereafter located on or attributable to the Leases or the Contract Area and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Operator's Affiliate in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Contract Area. To the extent susceptible under applicable law, the security interest granted by the Operator's Affiliate hereunder covers (i) all substitutions, replacements, and accessions to the property of the Operator's Affiliate described herein and is intended to cover all of the rights, titles and interests of the Operator's Affiliate in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal, (ii) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator's Affiliate in connection with the Leases or the Contract Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Contract Area, whether now owned and existing or hereafter acquired or arising including, without limitation, all interests of Non-Operating Party in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (iii) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator's Affiliate in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area, including the following:

- (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Contract Area;
- (2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1," to the extent, and only to the extent, that those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and
- (3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area.

5.8 To the extent susceptible under applicable law, the mortgage and the security interest granted by the Operator's Affiliate in the Operating Agreement and this Memorandum shall secure (a) the complete and timely performance of and payment by the Operator to the Non-Operating Party of all of its obligations and indebtedness of every kind and nature, whether now owed or hereafter arising, pursuant to the Operating Agreement and this Memorandum, and (b) the payment of all Costs and other expenses properly charged to the Operator, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure, attached to the Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser, (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 5.9 For the purposes of the security interest in favor of Non-Operating Party, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be filed as a non-standard form of financing statement, pursuant to the Uniform Commercial Code, in the office of the Clerk of Court of any parish in the State of Louisiana, with the Non-Operating Party being the secured party and the Operator being the debtor with respect to such filing.
- 5.10 The maximum amount, for which the mortgage herein granted by the Operator's Affiliate shall be deemed to secure the obligations and indebtedness of the Operator to the Non-Operating Party, as stipulated herein, is hereby fixed in an amount equal to \$250,000,000.00 in the aggregate (the "Limit of the Mortgage of the Operator's Affiliate"), irrespective of the total number of non-operators party to the Operating Agreement at any time. Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of the Operator to the Non-Operating Party is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Operator's Affiliate, the liability of the Operator under this Memorandum and the mortgage, pledge and security interest granted hereby shall be limited to (and the Non-Operating Party shall not be entitled to enforce the same against the Operator and Operator's Affiliate for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of the Operator or Operator's Affiliate pursuant to the Operating Agreement.
- 6.0 To serve as notice of the existence of the Operating Agreement, as a burden on the title of the Operator and the Non-Operating Party to their interests, in and to the Leases and the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law, this Memorandum is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes in which the offshore block(s) covered by the Leases or included within the Contract Area are located or adjacent pursuant to La. R.S. 31:216 et seq., (b) the mortgage records of such parish or parishes, and (c) the appropriate Uniform Commercial Code records. All parties to the Operating Agreement are identified on Attachment "1" hereto.
- 7.0 If performance of any obligation under the Operating Agreement or payment of any indebtedness created thereunder does not occur or is not made when due under the Operating Agreement or upon default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law, each party to the Operating Agreement and any successor to such party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the

mortgage, pledge, and security interest established in its favor herein and in the Operating Agreement in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code. If any Non-Operating Party does not pay its indebtedness or perform its obligations under the Operating Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of such Non-Operating Party's production and collect such indebtedness out of the proceeds from the sale of such Non-Operating Party's share of production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of such Non-Operating Party's share of production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of indebtedness owed by such Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such Non-Operating Party.

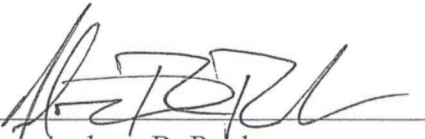
- 7.1 For purposes of executory process, Non-Operating Party acknowledges the obligations and indebtedness of such Non-Operating Party to the Operator, as set forth in paragraph 5.3 hereof, confesses judgment in favor of Operator for the full amount of the obligations and indebtedness of such Non-Operating Party to the Operator, as set forth in paragraph 5.3 hereof, and agrees to enforcement by executory process. Non-Operating Party waives (a) the benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of the Operator hereunder are in addition to any rights and remedies of the Operator under applicable law.
- 7.2 For purposes of executory process, the Operator's Affiliate acknowledges the obligations and indebtedness of the Operator's Affiliate to the Non-Operating Party, as set forth in paragraph 5.8 hereof, confesses judgment in favor of the Non-Operating Party for the full amount of the obligations and indebtedness of the Operator's Affiliate to the Non-Operating Party, as set forth in paragraph 5.8 hereof, and agrees to enforcement by executory process. The Operator's Affiliate waives (a) the benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of the Non-Operating Party hereunder are in addition to any rights and remedies of the Non-Operating Party under applicable law.
- 8.0 Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, on behalf of all parties to the Operating Agreement, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Memorandum executed by all parties to the Operating Agreement. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all

parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, each of the Operator and the Non-Operating Party shall have the right to (i) file a continuation statement pursuant to the Uniform Commercial Code with respect to this Memorandum or any financing statement filed in their favor under the terms of this Memorandum and (ii) reinscribe this act in the appropriate mortgage records.

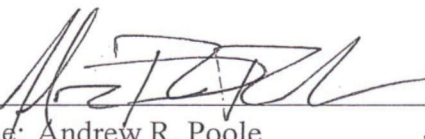
- 9.0** It is understood and agreed by the parties hereto that if any part or provision of this Memorandum is held to be illegal or invalid, the validity and legality of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Memorandum did not contain the particular part, term, or provision held to be invalid.
- 10.0** This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The failure of one or more persons owning an interest in the Contract Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who execute this Memorandum.
- 11.0** A party having an interest in the Contract Area may ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents to its ratification and adoption by any party who acquires or may acquire any interest in the Contract Area.
- 12.0** This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording in each of the records described in Paragraph 6 above, duplicate copies of this Memorandum with individual signature pages attached thereto may be filed. The respective addresses of the Operator and the Non-Operating Party, at which information with respect to the security interests created in the Operating Agreement may be obtained, are set forth in Paragraph 1.0 of this Memorandum.
- 13.0** The Operator and the Non-Operating Party hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, any instrument or take any action necessary or appropriate to effectuate the terms of the Operating Agreement or any Exhibit, instrument, certificate or other document pursuant thereto.

- 14.0 Whenever the context requires, reference herein made to the singular number shall be understood to include the plural, and the plural shall likewise be understood to include the singular, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

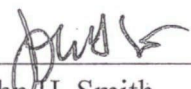
Anadarko Petroleum Corporation

By: 
Name: Andrew R. Poole
Its: Agent and Attorney-in-Fact
Date: 2/19/19 *ym*

Anadarko US Offshore LLC

By: 
Name: Andrew R. Poole
Its: Agent and Attorney-in-Fact
Date: 2/19/19 *ym*

Fieldwood Energy LLC

By: 
Name: John H. Smith
Its: Senior Vice President - Land & Business Development *PSB*
Date: 2/26/19

AFFIDAVIT

STATE OF TEXAS

COUNTY OF MONTGOMERY

Thus done and signed by Andrew R. Poole, as the Agent and Attorney-in-Fact for, **Anadarko Petroleum Corporation** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 19th day of February, 2019.

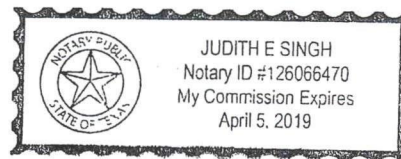
My Commission Expires: 4-5-19

Judith E Singh
NOTARY PUBLIC

WITNESSES

Leita K. Gillen
Printed Name: Leita K. Gillen

Vera Wells
Printed Name: Vera Wells



II. AFFIDAVIT

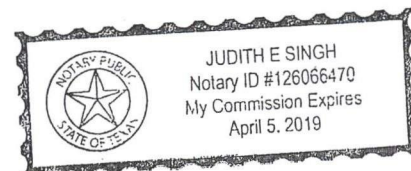
STATE OF TEXAS

COUNTY OF MONTGOMERY

Thus done and signed by Andrew R. Poole, as the Agent and Attorney-in-Fact for, **Anadarko US Offshore LLC** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 19th day of February, 2019.

My Commission Expires: 4-5-19

Judith E Singh
NOTARY PUBLIC



WITNESSES

Leita K. Gillen
Printed Name: Leita K. Gillen

Vera Wells
Printed Name: Vera Wells

III. AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

Thus done and signed by John H. Smith the Senior Vice President - Land & Business Development for **Fieldwood Energy LLC** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 26th day of February, 2019.

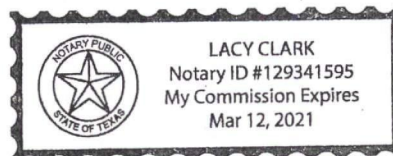
Lacy Clark
NOTARY PUBLIC

My Commission Expires: March 12, 2021

WITNESSES

Patrick Burch
Printed Name: PATRICK BURCH

Maegen Sinclair
Printed Name: Maegen Sinclair



ATTACHMENT "1"

Attached to and made a part of that certain Ticonderoga Prospect Memorandum of Operating Agreement and Financing Statement dated effective January 1, 2018 by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore LLC and Fieldwood Energy LLC, as Non-Operators

CONTRACT AREA, WORKING INTERESTS, OPERATOR AND REPRESENTATIVES

I. CONTRACT AREA:

Green Canyon Block 768, OCS-G 21817, limited to operating rights from the surface of the earth to the stratigraphic equivalent of 13,370 feet subsea TVD in the OCS-G 21817 #1 Well.

II. WORKING INTERESTS OF THE PARTIES:

<u>Record Title Owners:</u>	<u>Working Interest</u>
Anadarko US Offshore LLC	50%
Fieldwood Energy LLC	50%

III. OPERATOR:

Anadarko Petroleum Corporation GOM Company Number 981

IV. REPRESENTATIVES CONTACT INFORMATION:

Anadarko Petroleum Corporation and Anadarko US Offshore LLC

Land Manager, Gulf of Mexico

Attn: Andrew R. Poole

1201 Lake Robins Drive

The Woodlands, TX 77380

Telephone: (832) 636-1104

Facsimile: (832) 636-8059

Fieldwood Energy LLC

Vice President Land & Business Development

Attn: John H. Smith

2000 W. Sam Houston Pkwy South, Suite 1200

Houston, Texas 77042

Telephone: (713) 969-1249

Facsimile: (713) 969-1299